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12 Attorney for Plaintiff
13 *William Berry, Jr*

14
15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17 WILLIAM BERRY, JR. :
18 Plaintiff, : Civil Action No.: _____
19 v. :
20 AARGON AGENCY, INC; :
21 PLUSFOUR, INC; QUANTUM :
22 COLLECTIONS; AND RICHLAND : **COMPLAINT**
23 HOLDINGS, INC DBA :
24 ACCOUNTCORP OF SOUTHERN :
25 NEVADA, :
26 Defendants. :

27 For this Complaint, Plaintiff William Berry, Jr, by undersigned counsel,
28 states as follows:

29
30 **JURISDICTION**

31 1. This action arises out of repeated violations of the Fair Debt
32

1 Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”), and the illegal
2 harassment of Plaintiff in efforts to collect consumer debts.

3 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1337.
4

5 3. Venue is proper in the U.S. District Court for the District of Nevada
6 pursuant to 28 U.S.C. § 1331(b), as Defendants transact business in the State of
7 Nevada.
8

9 **PARTIES**

10 4. Plaintiff William Berry, Jr (“Plaintiff”) is an adult individual residing
11 in Las Vegas, Nevada, and is a “consumer” as the term is defined by 15 U.S.C. §
12 1692a(3).
13

14 5. Defendant Aargon Agency, Inc (“Aargon”) is doing business in the
15 State of Nevada as a business entity operating as a collection agency, and is a “debt
16 collector” as the term is defined by 15 U.S.C. § 1692a(6).
17

18 6. Defendant Plusfour, Inc (“Plusfour”) is doing business in the State of
19 Nevada as a business entity operating as a collection agency, and is a “debt
20 collector” as the term is defined by 15 U.S.C. § 1692a(6).
21

22 7. Defendant Quantum Collections (“Quantum”) is doing business in
23 the State of Nevada as a business entity operating as a collection agency, and is a
24 “debt collector” as the term is defined by 15 U.S.C. § 1692a(6).
25

26 8. Defendant Richland Holdings, Inc dba Accountcorp of Southern
27
28

1 Nevada (“Richland”) is doing business in the State of Nevada as a business entity
2 operating as a collection agency, and is a “debt collector” as the term is defined by
3 15 U.S.C. § 1692a(6).
4

5 **AARGON’S FDCPA VIOLATIONS ON PLAINTIFF’S
6 EXPERIAN REPORT**

7 9. Plaintiff allegedly incurred a financial obligation (“Preventive Debt”)
8 to Preventive Pest Management (“Preventive”).
9

10 10. The Preventive Debt arose from services provided by Preventive
11 which were primarily for family, personal or household purposes and which meets
12 the definition of a “debt” under 15 U.S.C. § 1692a(5).
13

14 11. The Preventive Debt was purchased, assigned or transferred to Aargon
15 for collection, or Aargon was employed by Preventive to collect the Preventive
16 Debt.
17

18 12. Aargon attempted to collect the Preventive Debt and, as such, engaged
19 in “communications” as defined in 15 U.S.C. § 1692a(2).
20

21 13. While Plaintiff did incur the Preventive Debt, Plaintiff paid it to
22 Preventive in its entirety. Plaintiff had no responsibility for the Preventive Debt at
23 the time Aargon engaged in its collection efforts.
24

25 14. In an Experian credit report dated July 24, 2020, Aargon inaccurately
26 reported Plaintiff owed a past due amount of \$352 on the Preventive Debt (as seen
27 below) when, in fact, Plaintiff owed \$0.
28

Credit items

AARGON AGENCY Partial Acct # [REDACTED] 8668 SPRING MOUNTAIN RD LAS VEGAS NV 89117 (800) 852 0411

Date opened	First reported	Recent balance	Payment history											
Aug 2016	Oct 2016	\$352 as of Jun 2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Address ID #	Terms	Status	2020	C	C	C	C	ND	C					
0178428335	1 Months	Collection account, \$352 past due as of Jun 2020.	2019	C	C	C	C	ND	ND	ND	C	ND	C	C
Original creditor	Monthly payment	This account is scheduled to continue on record until Apr 2023.	2018	C	C	C	C	C	C	C	C	C	C	C
PREVENTIVE PEST CONTROL	Not reported		2017	C	C	C	C	C	C	C	C	ND	C	C
Type	Credit limit or original amount	Date of Status	2016										C	C
Collection	\$352	Aug 2016												
Responsibility	High balance													
Individual	Not reported													

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Apr20	Mar20	Feb20	Jan20	Dec19	Nov19	Sep19	May19	Apr19	Mar19	Feb19	Jan19	Dec18	Nov18	Oct18
AB (\$)	352	352	352	352	352	352	352	352	352	352	352	352	352	352	352
DPR	ND														
SPA (\$)	ND														
AAP (\$)	ND														
	Sep18	Aug18	Jul18												
AB (\$)	352	352	352												
DPR	ND	ND	ND												
SPA (\$)	ND	ND	ND												
AAP (\$)	ND	ND	ND												

The original amount of this account was \$352

15. Since Plaintiff did not owe the Preventive Debt, it was not only

inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

AARGON'S FDCPA VIOLATIONS ON PLAINTIFF'S TRANSUNION REPORT

16. In a TransUnion credit report dated July 28, 2020, Aargon inaccurately reported Plaintiff owed a past due amount of \$352 on the Preventive Debt (as seen below) when, in fact, Plaintiff owed \$0.

AARGON AGENCY INC # [REDACTED] (8668 SPRING MOUNTAIN RD, LAS VEGAS, NV 89117, (800) 326-7118)
 Placed for collection: 08/12/2016 Balance: \$352 Pay Status: >In Collection
 Responsibility: Individual Account Date Updated: 07/18/2020
 Account Type: Open Account Original Amount: \$352
 Loan Type: COLLECTION AGENCY/ATTORNEY Original Creditor: PREVENTIVE PEST CONTROL (Retail)
 Past Due: >\$352

Remarks: >PLACED FOR COLLECTION

Estimated month and year that this item will be removed: 06/2023

17. Since Plaintiff did not owe the Preventive Debt, it was not only

1 inaccurate and misleading to report any past due balance or any account in
2 collections, it was blatantly false.

3

4 **PLUSFOUR'S FDCPA VIOLATIONS ON PLAINTIFF'S**

5 **EQUIFAX REPORT**

6 **The Optumcare Debt**

7 18. Plaintiff allegedly incurred a financial obligation ("Optumcare Debt")
8 to Optumcare Lung Allergy Care ("Optumcare").
9

10 19. The Optumcare Debt arose from services provided by Optumcare
11 which were primarily for family, personal or household purposes and which meets
12 the definition of a "debt" under 15 U.S.C. § 1692a(5).
13

14 20. The Optumcare Debt was purchased, assigned or transferred to
15 Plusfour for collection, or Plusfour was employed by Optumcare to collect the
16 Optumcare Debt.
17

18 21. Plusfour attempted to collect the Optumcare Debt and, as such,
19 engaged in "communications" as defined in 15 U.S.C. § 1692a(2).
20

21 22. While Plaintiff did incur the Optumcare Debt, Plaintiff's insurance
22 provider took full responsibility for the Optumcare Debt. Plaintiff had no
23 responsibility for the Optumcare Debt above any copay he would have rendered at
24 the time services were provided.
25

26 23. In an Equifax credit report dated July 25, 2020, Plusfour inaccurately
27 reported Plaintiff owed a balance of \$451 on the Optumcare Debt (as seen below)
28

1 when, in fact, Plaintiff owed \$0.

2 Plusfour, Inc; Collection Reported 07/2020; Assigned 06/2019; Creditor Class - Medical/Health Care; Original Creditor - Optumcare Lung Allergy Care; Amount - \$425 ; Status as of 07/2020 - Unpaid; Date of 1st Delinquency 09/2018; Balance as of 07/2020 - \$451 ; Individual Account; Account # - [REDACTED] Address: 6345 S Peccos Rd Ste 212 Las Vegas NV 89120-6224 : (702) 898-1033

3
4 24. Since Plaintiff did not owe the Optumcare Debt, it was not only
5 inaccurate and misleading to report any past due balance or any account in
6 collections, it was blatantly false.
7

8 **The Desert Radiology Debt**
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10
11 25. Plaintiff allegedly incurred a financial obligation (“Desert Debt”) to
12 Desert Radiology (“Desert”).
13

14 26. The Desert Debt arose from services provided by Desert which were
15 primarily for family, personal or household purposes and which meets the
16 definition of a “debt” under 15 U.S.C. § 1692a(5).
17

18 27. The Desert Debt was purchased, assigned or transferred to Plusfour
19 for collection, or Plusfour was employed by Desert to collect the Desert Debt.
20

21 28. Plusfour attempted to collect the Desert Debt and, as such, engaged in
22 “communications” as defined in 15 U.S.C. § 1692a(2).
23

24 29. While Plaintiff did incur the Desert Debt, Plaintiff’s insurance
25 provider took full responsibility for the Desert Debt. Plaintiff had no responsibility
26 for the Desert Debt above any copay he would have rendered at the time services
27 were provided.
28

1 30. In an Equifax credit report dated July 25, 2020, Plusfour inaccurately
 2 reported Plaintiff owed a balance of \$114 on the Desert Debt (as seen below)
 3 when, in fact, Plaintiff owed \$0.

4

5 Plusfour, Inc; Collection Reported 07/2020; Assigned 01/2017; Creditor Class - Medical/Health Care; Original Creditor - Desert Radiology; Amount - \$93 ; Status as of 07/2020 - Unpaid;
 6 Date of 1st Delinquency 09/2016; Balance as of 07/2020 - \$114 ; Individual Account; Account # - [REDACTED] Address: 6345 S Pecos Rd Ste 212 Las Vegas NV 89120-6224 : (702)
 7 898-1033

8 31. Since Plaintiff did not owe the Desert Debt, it was not only inaccurate
 9 and misleading to report any past due balance or any account in collections, it was
 10 blatantly false.

11

12 **PLUSFOUR'S FDCPA VIOLATIONS ON PLAINTIFF'S**
 13 **EXPERIAN REPORT**

14 **The Optumcare Debt**

15 32. In an Experian credit report dated July 24, 2020, Plusfour inaccurately
 16 reported Plaintiff owed a past due amount of \$451 on the Optumcare Debt (as seen
 17 below) when, in fact, Plaintiff owed \$0.

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33. Since Plaintiff did not owe the Optumcare Debt, it was not only

1 inaccurate and misleading to report any past due balance or any account in
 2 collections, it was blatantly false.
 3

4 **The Desert Radiology Debt**

5
 6 34. In an Experian credit report dated July 24, 2020, Plusfour inaccurately
 7 reported Plaintiff owed a past due amount of \$114 on the Desert Debt (as seen
 8 below) when, in fact, Plaintiff owed \$0.
 9

10

PLUSFOUR Partial Acct # [REDACTED]		S PECON RD STE 212 LAS VEGAS NV 89120 (702) 826 2000														
Date opened	Jun 2019	First reported	Sep 2019	Recent balance	\$451 as of Jul 2020											
Address ID #	0178428335	Terms	1 Months	Status	Collection account. \$451 past due as of Jul 2020.											
Original creditor	OPTUMCARE LUNG ALLERGY CARE	Monthly payment	Not reported	Credit limit or original amount	This account is scheduled to continue on record until Jun 2025.											
Type	Collection	High balance	\$425	Date of Status	Jun 2019											
Responsibility	Individual	 	Not reported	 												
Payment history																
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec																
2020 [REDACTED] C C C C C C C C C C C C C C C C																
2019 [REDACTED] C C C C C C C C C C C C C C C C																
Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)																
AB (\$)	448	446	449	446	444	441	438	436	433	432						
DPR	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND						
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND						
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND						
The original amount of this account was \$425																

18 35. Since Plaintiff did not owe the Desert Debt, it was not only inaccurate
 19 and misleading to report any past due balance or any account in collections, it was
 20 blatantly false.
 21

22
 23 **PLUSFOUR'S FDCPA VIOLATIONS ON PLAINTIFF'S**
 24 **TRANSUNION REPORT**

25 **The Optumcare Debt**

26 36. In a TransUnion credit report dated July 28, 2020, Plusfour
 27 inaccurately reported Plaintiff owed a past due amount of \$451 on the Optumcare
 28

Debt (as seen below) when, in fact, Plaintiff owed \$0.

PLUS FOUR INC # [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)
Placed for collection: 06/24/2019 Balance: \$451 Pay Status: >In Collection
Responsibility: Individual Account Date Updated: 07/06/2020
Account Type: Open Account Original Amount: \$425
Loan Type: COLLECTION AGENCY/ATTORNEY Original Creditor: MEDICAL-OPTUMCARE LUNG
ALLERGY CARE (Medical/Health
Care)
Past Due: >\$451
Remarks: >PLACED FOR COLLECTION
Estimated month and year that this item will be removed: 08/2025

37. In two subsequent TransUnion reports, Plusfour again reported Plaintiff had a past due balance on the Optumcare Debt, this time \$455.

PLUS FOUR INC [REDACTED] PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033
We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
Here is how this item appears on your credit report following our investigation.

Placed for collection:	06/24/2019	Balance:	\$455	Pay Status:	>In Collection<
Responsibility:	Individual Account	Date Updated:	09/08/2020		
Account Type:	Open Account	Original Amount:	\$425		
Loan Type:	COLLECTION	Original Creditor:			
	AGENCY/ATTORNEY				MEDICAL-OPTUMCARE
					LUNG ALLERGY CARE
					(Medical/Health Care)
		Past Due:	>\$455<		

Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 08/2025

PLUS FOUR INC # [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)
We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
Here is how this item appears on your credit report following our investigation.

Placed for collection:	06/24/2019	Balance:	\$455	Pay Status:	>In Collection<
Responsibility:	Individual Account	Date Updated:	09/08/2020		
Account Type:	Open Account	Original Amount:	\$425		
Loan Type:	COLLECTION	Original Creditor:			
	AGENCY/ATTORNEY		MEDICAL-OPTUMCARE		
			LUNG ALLERGY CARE		
			(Medical/Health Care)		
		Past Due:	>\$455<		

38. Since Plaintiff did not owe the Optumcare Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

The Desert Radiology Debt

1 39. In a TransUnion credit report dated July 28, 2020, Plusfour
 2 inaccurately reported Plaintiff owed a past due amount of \$114 on the Desert Debt
 3 (as seen below) when, in fact, Plaintiff owed \$0.
 4
 5

PLUS FOUR INC # [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)	Balance: \$114	Pay Status: >In Collections
Placed for collection: 01/11/2017	Date Updated: 07/06/2020	
Responsibility: Individual Account	Original Amount: \$93	
Account Type: Open Account	Original Creditor: MEDICAL-DESERT RADIOLOGY	
Loan Type: COLLECTION AGENCY/ATTORNEY	(Medical/Health Care)	
	Past Due: >\$114<	

6
 7
 8
 9 **Remarks:** >PLACED FOR COLLECTION<
 10 **Estimated month and year that this item will be removed:** 08/2023

11 40. Since Plaintiff did not owe the Desert Debt, it was not only inaccurate
 12 and misleading to report any past due balance or any account in collections, it was
 13 blatantly false.
 14

15 **QUANTUM'S FDCPA VIOLATIONS ON PLAINTIFF'S**
 16 **TRANSUNION REPORT**

17 **The West Valley Debt**

18
 19 41. Plaintiff allegedly incurred a financial obligation ("West Valley
 20 Debt") to West Valley Imaging ("West Valley").
 21

22 42. The West Valley Debt arose from services provided by West Valley
 23 which were primarily for family, personal or household purposes and which meets
 24 the definition of a "debt" under 15 U.S.C. § 1692a(5).
 25

26 43. The West Valley Debt was purchased, assigned or transferred to
 27 Quantum for collection, or Quantum was employed by West Valley to collect the
 28

1 West Valley Debt.

2 44. Quantum attempted to collect the West Valley Debt and, as such,
 3 engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

4 45. While Plaintiff did incur the West Valley Debt, Plaintiff’s insurance
 5 provider took full responsibility for the West Valley Debt. Plaintiff had no
 6 responsibility for the West Valley Debt above any copay he would have rendered
 7 at the time services were provided.

8 46. In a TransUnion credit report dated July 28, 2020, Quantum
 9 inaccurately reported Plaintiff owed a past due amount of \$615 on the West Valley
 10 Debt (as seen below) when, in fact, Plaintiff owed \$0.

11 **QUANTUM COLLECTIONS # [REDACTED] (3080 S DURANGO DR STE 105, LAS VEGAS, NV 89117-4411, (702) 633-8000)**
 12 Placed for collection: 07/10/2014 Balance: \$615 Pay Status: In Collection
 13 Responsibility: Individual Account Date Updated: 06/26/2020
 14 Account Type: Open Account Original Amount: \$468
 15 Loan Type: COLLECTION AGENCY/ATTORNEY Original Creditor: MEDICAL-WEST VALLEY IMAGING
 16 (Medical/Health Care)
 17 Past Due: >\$615c
 18 Remarks: PLACED FOR COLLECTION
 Estimated month and year that this item will be removed: 10/2020

19 47. Since Plaintiff did not owe the West Valley Debt, it was not only
 20 inaccurate and misleading to report any past due balance or any account in
 21 collections, it was blatantly false.

22
 23 **The Ageless Debt**

24 48. Plaintiff allegedly incurred a financial obligation (“Ageless Debt”) to
 25 Ageless Men’s Health (“Ageless”).

49. The Ageless Debt arose from services provided by Ageless which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

50. The Ageless Debt was purchased, assigned or transferred to Quantum for collection, or Quantum was employed by Ageless to collect the Ageless Debt.

51. Quantum attempted to collect the Ageless Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

52. While Plaintiff did incur the Ageless Debt, Plaintiff's insurance provider took full responsibility for the Ageless Debt. Plaintiff had no responsibility for the Ageless Debt above any copay he would have rendered at the time services were provided.

53. In a TransUnion credit report dated July 28, 2020, Quantum inaccurately reported Plaintiff owed a past due amount of \$267 on the Ageless Debt (as seen below) when, in fact, Plaintiff owed \$0.

QUANTUM COLLECTIONS # [REDACTED] (3080 S DURANGO DR STE 105, LAS VEGAS, NV 89117-4411, (702) 633-8000)
Placed for collection: 01/20/2017 **Balance:** \$267 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 06/26/2020
Account Type: Open Account **Original Amount:** \$225
Loan Type: COLLECTION AGENCY/ATTORNEY **Original Creditor:** MEDICAL-AGELESS MEN S HEALTH
(Medical/Health Care)
Past Due: >\$267<
Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 11/2023

54. Since Plaintiff did not owe the Ageless Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

RICHLAND'S FDCPA VIOLATIONS ON PLAINTIFF'S EQUIFAX REPORT

The Las Vegas Sinus Debt

55. Plaintiff allegedly incurred a financial obligation (“Las Vegas Sinus Debt”) to Las Vegas Sinus (“Las Vegas Sinus”).

56. The Las Vegas Sinus Debt arose from services provided by Las Vegas Sinus which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

57. The Las Vegas Sinus Debt was purchased, assigned or transferred to Richland for collection, or Richland was employed by Las Vegas Sinus to collect the Las Vegas Sinus Debt.

58. Richland attempted to collect the Las Vegas Sinus Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

59. While Plaintiff did incur the Las Vegas Sinus Debt, Plaintiff's insurance provider took full responsibility for the Las Vegas Sinus Debt. Plaintiff had no responsibility for the Las Vegas Sinus Debt above any copay he would have rendered at the time services were provided.

60. In an Equifax credit report dated July 25, 2020, Richland inaccurately reported Plaintiff owed a balance of \$3,731 on the Las Vegas Sinus Debt (as seen below) when, in fact, Plaintiff owed \$0.

1 Richland Holdings Inc DBA; Collection Reported 07/2020; Assigned 08/2019; Creditor Class - Medical/Health Care; Original Creditor - Las Vegas Sinus; Amount - \$3,731; Status as of
 2 07/2020 - Unpaid; Date of 1st Delinquency 11/2017; Balance as of 07/2020 - \$3,731; Individual Account; Account # - [REDACTED] Address: Acctcorp Of Southern Nevada 4955 S
 3 Durango Dr Las Vegas NV 89113-0152 ; (702) 240-3007

4
 5 61. Since Plaintiff did not owe the Las Vegas Sinus Debt, it was not only
 7 inaccurate and misleading to report any past due balance or any account in
 8 collections, it was blatantly false.

9
 10 **RICHLAND'S FDCPA VIOLATIONS ON PLAINTIFF'S**
 11 **EXPERIAN REPORT**

12 **The Las Vegas Sinus Debt**

13
 14 62. In an Experian credit report dated July 24, 2020, Richland (under the
 15 name Accountcorp of Southern Nevada) inaccurately reported Plaintiff owed a past
 16 due amount of \$3,731 on the Las Vegas Sinus Debt (as seen below) when, in fact,
 17 Plaintiff owed \$0.

ACCTCORP OF SOUTHERN NEV Partial Acct # [REDACTED]			1955 S DURANGO DR STE 177 LAS VEGAS NV 89113 (702) 240 3007											
Date opened	First reported	Recent balance	Payment history											
Aug 2019	Nov 2019	\$3,731 as of Jul 2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Address ID #	Terms	Status	2020	C	C	C	C	C	ND	C				
0178428335	1 Months	Collection account.	2019									C	C	
Original creditor	Monthly payment	\$3,731 past due as of Jul 2020.												
LAS VEGAS SINUS	Not reported													
Type	Credit limit or original amount	This account is scheduled to continue on record until Aug 2024.												
Collection	\$3,731													
Responsibility	High balance	Date of Status	May20	Apr20	Mar20	Feb20	Jan20	Dec19	Nov19					
Individual	Not reported	Aug 2019	AB (\$)	3,731	3,731	3,731	3,731	3,731	3,731					
			DPR	ND	ND	ND	ND	ND	ND					
			SPA (\$)	ND	ND	ND	ND	ND	ND					
			AAP (\$)	ND	ND	ND	ND	ND	ND					

The original amount of this account was \$3,731

21
 22 63. Since Plaintiff did not owe the Las Vegas Sinus Debt, it was not only
 23 inaccurate and misleading to report any past due balance or any account in
 24 collections, it was blatantly false.

25
 26 **RICHLAND'S FDCPA VIOLATIONS ON PLAINTIFF'S**
 27 **TRANSUNION REPORT**

1
The Las Vegas Sinus Debt

2 64. In a TransUnion credit report dated July 28, 2020, Richland (under the
 3 name Accountcorp of Southern Nevada) inaccurately reported Plaintiff owed a past
 4 due amount of \$3,731 on the Las Vegas Sinus Debt (as seen below) when, in fact,
 5 Plaintiff owed \$0.

6
ACCOUNT CORP OF SOUTHERN # [REDACTED] (4955 SOUTH DURANGO, SUITE 177, LAS VEGAS, NV 89113, (702) 240-3007)
 7 Placed for collection: 08/16/2019 Balance: \$3,731 Pay Status: >In Collection<
 8 Responsibility: Individual Account Date Updated: 07/20/2020
 9 Account Type: Open Account Original Amount: \$3,731
 10 Loan Type: MEDICAL DEBT Original Creditor: MEDICAL-LAS VEGAS SINUS
 (Medical/Health Care)
 Past Due: >\$3,731<
 11 Remarks: >PLACED FOR COLLECTION<
 Estimated month and year that this item will be removed: 10/2024

12 65. In two subsequent TransUnion reports, Richland again reported
 13 Plaintiff had a past due balance of \$3,731 on the Las Vegas Sinus Debt.

14
ACCOUNT CORP OF SOUTHERN [REDACTED] (4955 SOUTH DURANGO, SUITE 177, LAS VEGAS, NV 89113, (702) 240-3007)
 15 We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
 16 Here is how this item appears on your credit report following our investigation.
 17 Placed for collection: 08/16/2019 Balance: \$3,731 Pay Status: >In Collection<
 18 Responsibility: Individual Account Date Updated: 09/08/2020
 19 Account Type: Open Account Original Amount: \$3,731
 20 Loan Type: MEDICAL DEBT Original Creditor: MEDICAL-LAS VEGAS
 SINUS (Medical/Health
 Care)
 Past Due: >\$3,731<
 21 Remarks: ACCT INFO DISPUTED BY CONSUMR; >PLACED FOR COLLECTION<
 Estimated month and year that this item will be removed: 10/2024

22
ACCOUNT CORP OF SOUTHERN # [REDACTED] 4955 SOUTH DURANGO, SUITE 177, LAS VEGAS, NV 89113, (702) 240-3007)
 23 We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
 24 Here is how this item appears on your credit report following our investigation.
 25 Placed for collection: 08/16/2019 Balance: \$3,731 Pay Status: >In Collection<
 26 Responsibility: Individual Account Date Updated: 09/21/2020
 27 Account Type: Open Account Original Amount: \$3,731
 28 Loan Type: MEDICAL DEBT Original Creditor: MEDICAL-LAS VEGAS
 SINUS (Medical/Health
 Care)
 Past Due: >\$3,731<
 Remarks: ACCT INFO DISPUTED BY CONSUMR; >PLACED FOR COLLECTION<
 Estimated month and year that this item will be removed: 10/2024

26 66. Since Plaintiff did not owe the Las Vegas Sinus Debt, it was not only
 27 inaccurate and misleading to report any past due balance or any account in
 28

1 collections, it was blatantly false.
2

3 **COUNT I**
4 **VIOLATIONS OF THE FDCPA - 15 U.S.C. § 1692, et seq.**

5 67. Plaintiff incorporates by reference all of the above paragraphs of this
6 Complaint as though fully stated herein.
7

8 68. Defendants' conduct violated 15 U.S.C. § 1692e(8) in that Defendants
9 communicated or threatened to communicate false credit information, including
10 the failure to communicate that the various Debts were "disputed", in an attempt to
11 collect a debt.
12

13 69. The foregoing acts and omissions of Defendants constitute numerous
14 and multiple violations of the FDCPA, including every one of the above-cited
15 provisions.
16

17 70. Plaintiff is entitled to damages as a result of Defendants' violations.
18

19 71. Plaintiff has been required to retain the undersigned as counsel to
20 protect her legal rights to prosecute this cause of action, and is therefore entitled to
21 an award of reasonable attorneys' fees plus costs incurred.
22

23
24 **PRAYER FOR RELIEF**
25
26
27
28

WHEREFORE, Plaintiff prays that judgment be entered against Defendants Aargon Agency, Inc; Plusfour, Inc; Quantum Collections; and Richland Holdings, Inc dba Accountcorp of Southern Nevada, awarding Plaintiff:

COUNT I.
VIOLATIONS OF 15 U.S.C. § 1692

1. actual damages including, but not limited to, the emotional distress Plaintiff has suffered (and continues to suffer) as a result of the intentional, reckless, and/or negligent FDCPA violations pursuant to 15 U.S.C. § 1692k(a)(1);
2. statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);

111

111

111

111

3. punitive damages; and
4. any other and further relief that the Court may deem just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: November 21, 2020

Respectfully submitted,

By /s/ David Krieger, Esq.
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Nevada Bar No. 9086
Shawn Miller, Esq.
Nevada Bar No. 7825
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